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इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV [PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं
[Advertisements and Notices issued by Private Individuals and Private Bodies.]

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BY ORDER
Controller of Publication

CHANGE OF NAMES

I, hitherto known as M. ESAKKIAPPAN S/o U. MATHAVAN, employed as C.I.S.F. (MHA) as Constable, residing at the C.I.S.F. 4th Res. Bn., Ranchi (Bihar), have changed my name and shall hereafter be known as M. MATHAN.

It is certified that I have complied with other legal requirements in this connection.

M. ESAKKIAPPAN
[Signature (in existing old name)]

I, hitherto known as ARABINDA KUMAR BAR S/o Late SADHAN CHANDRA BAR, practising as a Chartered Accountant as a Partner of S. Ghosh & Co. Chartered Accountants, Bharat Bhawan, 3, C. R. Avenue, Calcutta-72, residing

at 27/ID, Simla Road Calcutta-700 006, have changed my name and shall hereinafter be known as ARABINDA KUMAR GHOSH.

It is certified that I have complied with other legal requirements in this connection.

ARABINDA KUMAR BAR
[Signature (in existing old name)]

I, hitherto known as NATHU SINGH KARAKOTI S/o Shri CHINTA SINGH, employed as Sub Inspector in the Delhi Police, residing at Village Lahora Khuda, H. No. 165, U.T. Chandigarh, have changed my name and shall hereafter be known as NIKHIL SINGH KARAKOTI.

It is certified that I have complied with other legal requirements in this connection.

NATHU SINGH KARAKOTI
[Signature (in existing old name)]

I, hitherto known as SHER SINGH S/o Late Shri BADAN SINGH, residing at I-160, Shikoorpur, New De'hi-34, have changed my name and shall hereafter be known as PREM ANAND.

It is certified that I have complied with other legal requirements in this connection.

SHER SINGH
[Signature (in existing old name)]

I, hitherto known as MANGUBHAI VALJIBHAI NINAMA S/o VALJIBHAI JIVABHAI NINAMA, employed as Sub-Post Master in the Shamlaji, residing at Shamlaji, have changed my name and shall hereafter be known as MAGANBHAI VALJIBHAI NINAMA.

It is certified that I have complied with other legal requirements in this connection.

MANGUBHAI VALJIBHAI NINAMA
[Signature (in existing old name)]

I, hitherto known as DHARMADAS VED S/o of Late SUBAL CHANDRA DAS, employed as Sr. Assistant in the Indian Petrochemicals Corporation Limited, residing at Vill. Gopalpur (now Udayan Park), P.O. Sarkarpole, Dist. 24 Paraganas (South), have changed my name and shall hereafter be known as DHARMADAS DEB.

It is certified that I have complied with other legal requirements in this connection.

DHARMADAS VED
[Signature (in existing old name)]

I, hitherto known as DEEPAK S/o Shri OM PRAKASH, employed as Capt. in the 51 Engr. Regt. C/o 56 APO, residing at Village & Post Dhariwal, have changed my name and shall hereafter be known as DEEPAK VOHRA.

It is certified that I have complied with other legal requirements in this connection.

DEEPAK
[Signature (in existing old name)]

I, hitherto known as PATEL HARJIVANBHAI S/o MOOLJIBHAI, employed as Scientific Assistant 'C' in the Fuel Re-processing Projects Division, Bhabha Atomic Research Centre, Trombay, Mumbai-400 085, residing at Munir Chawl, Room No. 2, Dayasagar, Behind Sarvodaya School, LBS Marg, Ghatkopar (W), Mumbai-400 086, have changed my name and shall hereafter be known as PATEL HARIBHAI MULJIBHAI.

It is certified that I have complied with other legal requirements in this connection.

PATEL HARJIVANBHAI
[Signature (in existing old name)]

I, hitherto known as LAL BABU PRASAD S/o Late GAYA PRASAD, employed as Electroplater (H/S II) in G. & S. Factory, Cossipore, M. of D., residing at 11/11, New Jheel Road Estate, Cossipore, Calcutta-2, have changed my name and shall hereafter be known as LAL BABU SRIVASTAV.

It is certified that I have complied with other legal requirements in this connection.

LAL BABU PRASAD
[Signature (in existing old name)]

I, hitherto known as JAI RAM JAISWAR S/o of Shri RAM NATH, residing at Village Bahura P/O Gauri, District Ghazi-

pur (U.P.), have changed my name and shall hereafter be known as JAY SINGH.

It is certified that I have complied with other legal requirements in this connection.

JAI RAM JAISWAR
[Signature (in existing old name)]

I, hitherto known as BHUNDA RAM S/o Shri KARTARA, employed at N.D.R.I., Karnal, residing at Vill. Ghraunda, W. No. 3, Balmiki Mohalla, Distt. Karnal, have changed my name and shall hereafter be known as RAMSARAN.

It is certified that I have complied with other legal requirements in this connection.

BHUNDA RAM
[Signature (in existing old name)]

I, hitherto known as PARIVESH S/o Shri HARI CHAND CHUGH, employed as Engineer (Chem.) in the Gas Authority of India Limited, residing at B-5, Amar Colony, Lajpat Nagar, New Delhi-24, have changed my name and shall hereafter be known as PARIVESH CHUGH.

It is certified that I have complied with other legal requirements in this connection.

PARIVESH
[Signature (in existing old name)]

I, ANIL CHOPRA S/o Late Shri VISHWA NATH CHOPRA, employed as P.S. to Chairman in the Daily Tej Pvt. Ltd., 8-B, Bahadurshah Zafar Marg, New Delhi-2, residing at 176-D, Mayur Vihar, Phase II, Pocket A Delhi-91, have changed the name of my minor son PUNEET CHOPRA, aged 17 years and he shall hereafter be known as PUNIT CHOPRA.

It is certified that I have complied with other legal requirements in this connection.

ANIL CHOPRA
Signature

I, hitherto known as SANDEEP KUMAR CHOUDHARY S/o Shri VIJAY CHOUDHARY, residing at 17, Masjid Lane, Jangpura, Bohagal, New Delhi-4, have changed my name and shall hereafter be known as AKASH KUMAR CHOUDHARY.

It is certified that I have complied with other legal requirements in this connection.

SANDEEP KUMAR CHOUDHARY
[Signature (in existing old name)]

I, hitherto known as DIBAKAR S/o Late PANCHANAN SADHUKHAN, employed as Safaiwala Helper in the Mechanical, Santragachi, S. E. Railway, residing at P.O. & Vill. Kanpur, P.S. Amta, District Howrah, West Bengal, have changed my name and shall hereafter be known as DIBAKAR SADHUKHAN.

It is certified that I have complied with other legal requirements in this connection.

DIBAKAR

[Signature (in existing old name)]

I, hitherto known as JAGDISH KUMAR S/o Shri OM PRAKASH SETHI, employed as Assistant in the HHEC of India Limited, Jawahar Vyapar Bhawan Annexe, 1 Tolstoy Marg, New Delhi-110001, residing at the 27/11, Ashok Nagar, New Delhi-110 018, have changed my name and shall hereafter be known as JAGDISH KUMAR SETHI.

It is certified that I have complied with other legal requirements in this connection.

JAGDISH KUMAR

[Signature (in existing old name)]

I, hitherto known as NANI GOPAL S/o Late SHYAM SUNDAR BANERJEE, employed as Sr. Gangman in the Permanent Way Inspector/Lituan, R.R. Howrah, residing at Dakshin Rajyadharpur, (Biswa Kabi Para near Biswa Kabi School), P.O. Serampore, Distt. Hooghly, West Bengal, have changed my name and shall hereafter be known as NANI GOPAL BANERJEE.

It is certified that I have complied with other legal requirements in this connection.

NANI GOPAL

[Signature (in existing old name)]

I, hitherto known as BENOY KRISHNA CHANDRA S/o Sri A. M. CHANDRA, employed as Material Checker in the S. E. Railway, Kharagpore, Midnapore, West Bengal, residing at Midnapore, have changed my name and shall hereafter be known as BENOY KRISHNA DEB SINGHA ROY.

It is certified that I have complied with other legal requirements in this connection.

BENOY KRISHNA CHANDRA

[Signature (in existing old name)]

I, hitherto known as RADHE ROUT S/o GHASIA PUJHARI, employed as Fitter, Gr-II in the Carriage & Wagon Department, Mechanical, S. E. Railway, residing at Guduramunda, P.O. Panchapada, Distt. Sambalpur, have changed my name and shall hereafter be known as RADHE ROUT as a RADHE PUJHARI.

It is certified that I have complied with other legal requirements in this connection.

L.T.I. of RADHE ROUT

[Signature (in existing old name)]

I, hitherto known as SUKH DEV S/o JHALIA, employed as C&W (Mech.) in the Shed Khalasi Helper, S. E. Railway, Jharsuguda, residing at Debadihl, P.O. Jharsuguda, District Jharsuguda-768 201, have changed my name and shall hereafter be known as SUKHDEV DANSANA.

It is certified that I have complied with other legal requirements in this connection.

SUKH DEV

[Signature (in existing old name)]

I, hitherto known as Dr. HIND PAUL S/o Shri SUIEKH CHAND, employed as Senior Resident in Safdarjang Hospital, New Delhi, residing at 99-B, Doctor's Hostel No.-II, Safdarjang Hospital, New Delhi, have changed my name and shall hereafter be known as Dr. HIND PAUL BHATLA.

It is certified that I have complied with other legal requirements in this connection.

Dr. HIND PAUL

[Signature (in existing old name)]

I, hitherto known as SHIVANNA S/o Sri MULLURA SIDDHA SETTY, employed as Senior Auditor, in the Office of the Accountant General (Audit)-I, Karnataka, Bangalore-560 001, residing at H. No. 109 (out-house), 5th Cross, C. T. Bed, Siddhartha Road, Banashankari Second Stage, Bangalore-560 070, have changed my name and shall hereafter be known as S. SHIVANNA.

It is certified that I have complied with other legal requirements in this connection.

SHIVANNA

[Signature (in existing old name)]

I, hitherto known as RAJEEV KUMAR S/o Shri SHRI RAM GOPAL, employed as Junior Telecom Officer in the M.T.N.L., New Delhi, residing at 122A, Pocket 1, Mayur Vihar, Phase-I, Delhi-91, have changed my name and shall hereafter be known as RAJEEV GUPTA.

It is certified that I have complied with other legal requirements in this connection.

RAJEEV KUMAR

[Signature (in existing old name)]

I, MISSAR SINGH S/o Shri RAI SINGH, employed as S.S. Grade-II in the Genetics Division, I.A.R.I. Pusa, New Delhi-12, residing at RZ-77/330 Madan Puri, West Sagarpur, New Delhi, have changed the name of my minor son NAV BAHAR aged 17 years and he shall hereafter be known as SIDHARTH.

It is certified that I have complied with other legal requirements in this connection.

MISSAR SINGH

Signature

I, hitherto known as JAGDISH CHAND S/o Shri GOPAL CHAND SHARMA, employed as Manager-cum-Salesman in the Ministry of Defence, G Block, New Delhi-1, residing at WZ-22-1A Meenakshi Garden, New Delhi-110-018, have changed my name and shall hereafter be known as JAGDISH CHAND SHARMA.

It is certified that I have complied with other legal requirements in this connection.

JAGDISH CHAND

[Signature (in existing old name)]

AMENDMENTS IN THE BYE-LAWS AND REGULATIONS OF THE U.P. STOCK EXCHANGE ASSOCIATION LTD., KANPUR

Amendments in the Bye-laws and Regulations were adopted by the Board of Directors in their meeting held on 06-03-1995 by passing the following resolutions :-

The following additions in Regulations at item No. 2.3A, 2.3B and 2.3C were also approved by the Board :

Security Deposit

*2.3A. The Governing Board shall not grant admission to dealings of securities of a company which is not listed or of any new (original or further) issue of securities of a company which is listed on the Exchange unless the company deposits and keeps deposited with the Exchange (in cases where the securities are offered for subscription, whether through the issue of a prospectus, letter of offer or otherwise, and the company has its registered office within the jurisdiction of the Exchange or the Exchange is the Regional Stock Exchange for the company) an amount calculated at 1% (one per cent) of the amount of securities offered for subscription to the public and/or to the holders of existing securities of the company as the case may be for ensuring compliance by the company within the prescribed or stipulated period of all requirements and conditions hereinafter mentioned refundable or forfeitable in the manner hereinafter stated.

- (i) The company shall comply with all prevailing requirements of law including all requirements of and under any notifications, directives and guidelines issued by the Central Government or any statutory body or local authority or any body or authority acting under the authority or direction of the Central Government and all prevailing listing requirements and conditions of the Exchange and of each recognised Stock Exchange where the company has applied for permission for admission to dealings of the securities, within the prescribed or stipulated period;
- (ii) If the company has complied with all the aforesaid requirements and conditions including, wherever applicable, its obligation under Section 73 (or any statutory modification or re-enactment thereof) of the Companies Act, 1956 and obligations arising therefrom, within the prescribed or stipulated period, the exchange shall refund to the company the said deposit without interest within fifteen days from the expiry of the prescribed or stipulated period;
- (iii) If an expiry of the prescribed or stipulated period or the extended period referred to hereafter, the company has not complied with all the aforesaid requirements and conditions, the said deposit shall be forfeited by the Exchange and thereupon the same shall vest in the Exchange. Provided the forfeiture shall not release the company of its obligation to comply with the aforesaid requirements and conditions;
- (iv) If the company is unable to complete compliance of the aforesaid requirements and conditions within the prescribed or stipulated period, the Exchange, at its discretion and if the company has shown sufficient cause but without prejudice to the obligation of the company under the laws in force to comply with any such requirements and conditions within the prescribed or stipulated period, may not forfeit the said deposit but may allow such further time to the company as the Exchange may deem fit : Provided that (a) the Company has at least ten days prior to expiry of the prescribed or stipulated period applied in writing for extension of time to the Exchange stating the reasons for non-compliance and (b) the company having been allowed further time by the Exchange, has before expiry of the prescribed or stipulated period, published in a manner required

by the Exchange, the fact of such extension having been allowed. Provided further that where the Exchange has not allowed extension in writing before expiry of the prescribed or stipulated period, the request for extension shall be deemed to have been refused. Provided also that any such extension shall not release the company of its obligation to comply with the aforesaid requirements and conditions;

- (v) If the company has complied with all the aforesaid requirements and conditions including wherever applicable, its obligation under the Section 73 (or any statutory modification or re-enactment thereof) of the Companies Act, 1956 and obligations arising therefrom within such extended period, the Exchange shall refund to the company the said deposit without interest within fifteen days from the expiry of the extended period.

*2.3B. 50 per cent of the above mentioned security deposit should be paid to the Exchange in cash. The balance amount can be provided for by way of a bank guarantee. The amount to be paid in cash is limited to Rs. 3 crores.

*2.3C. The question of extending the said requirement to the schemes floated by the mutual funds which are sought to be listed on the stock exchange, no deposit be collected from them in respect of the schemes floated by them, for public subscription.

1. The existing clause 24 of the Listing Agreement Form at Appendix B to Regulation 2 (Regulations 2.1 (v) and 2.5) shall be substituted by the following clause:—

24. (A) A fresh application for listing will be necessary in respect of all new issues desired to be dealt in provided that where such new securities are identical in all respects with those already listed, admission to dealings will be granted on the company intimating to the Stock Exchange particulars of such new issues.

Explanation—Shares are identical in all respects only if :

- (a) They are of the same nominal value and same amount per share has been called up.
- (b) They are entitled to dividend at the same rate and for the same period so that at the next ensuing distribution, the dividend payable on each share will amount to exactly the same sum net and gross; and
- (c) They carry the same rights in all other respects.

(B) The company agrees to make true, fair and adequate disclosure in the offer documents/draft prospectus/letter of offer in respect of any new or further issue of shares/securities.

(C) The company agrees that it shall not issue any prospectus/offer document/letter of offer for public subscription of any securities unless the said prospectus/offer document/letter of offer has been vetted by SEBI and an Acknowledgement Card obtained from SEBI through the lead manager.

(D) The company further agrees that the company shall submit to the Exchange the following documents to enable it to admit/list the said securities for dealing in Exchange such as—

- (i) A copy of the Acknowledgement Card or letter indicating the observation on draft prospectus/letter of offer/offer documents by SEBI; and
- (ii) A Certificate from a Merchant Banker acting as a lead manager to the issue reporting positive compliance by the company of the guidelines on disclosure and investor protection issued by SEBI.

(E) In the event of non-submission of the documents as mentioned in sub-clause (D) above by the company to the Exchange or withdrawal of the Acknowledgement card by SEBI at any time before grant of permission for listing/admission to dealing of the securities, the securities shall not be eligible for listing/dealing as the case may be and the company shall be liable to refund the subscription monies to the respective investors immediately.

2. The existing clause 32 of the Listing Agreement Form at Appendix B to Regulation 2 (Regulations 2.1(v) and 2.5) shall be substituted by the following :—

"32. The Company will supply a copy of the complete and full balance sheet, Profit and Loss Account and the Directors Report to each Shareholder and upon application to any member of the Exchange."

3. The following new clause 43 of the Listing Agreement Form at Appendix B to Regulation 2 (Regulations 2.1 (v) and 2.5) shall be inserted after clause 42 :

"43. The Company agrees that it will furnish on a yearly basis a statement to the Exchange showing the variations between projected utilisation of funds and/or projected profitability statement made by it in its prospectus or letter of offer and actual utilisation of funds and/or actual profitability. Such statements will be required to be given for each of the years for which projections are provided in its prospectus/letter of offer and should be published in News papers simultaneously with the unaudited/audited financial results as required under Clause 41. If there are material variations between the actual and projections, the company shall furnish an explanation therefor in the advertisement. This comparison must also be provided in the Director's Report.

The following second proviso in the listing Agreement shall be substituted in place of existing proviso :—

"AND THE COMPANY HEREBY FURTHER AGREES AND DECLARES THAT all or any of its securities listed on the Exchange shall remain on the list entirely at the discretion of the Exchange AND THAT, the Exchange, in its absolute discretion, suspend or remove the securities from the list, at any time and for any reason whatsoever. For the said suspended security to be readmitted to dealings on the Exchange, the company shall pay to the Exchange such amount as reinstatement fee as may be prescribed by the Exchange from time to time."

In compliance to the above amendments in the Regulations of the Exchange and the directions given by SEBI vide letters No. SMD/SED/N/JJ/4984/94 dated 23-09-1994 and SMD/SED/N/JJ/5078/94 dated 27-09-1994 a revised Listing Agreement and Listing application forms for initial listing of new companies and further issues of existing companies were also approved by the Board.

Amendments in the Regulations regarding Listing Agreement were adopted by the Board of Directors in their meeting held on 14-08-1995 by passing the following resolutions :

1. "RESOLVED THAT the existing clause 24 (C) of the Listing Agreement Form at Appendix B to Regulation 2 (Regulations 2.1(v) and 2.5) be and is hereby substituted by the following sub clauses :—

24(C)(i) The company agrees that it shall not issue any prospectus/offer document for public subscription of any securities unless the said prospectus/offer document has been vetted by SEBI and an Acknowledgement Card obtained from SEBI through the lead manager.

(ii) The company agrees that it shall not issue any letter of offer (a) in case of Right Issue over Rs. 50 lakhs accompanied by Public Issue three months prior or subsequent to the Right Issue for public subscription of any securities unless the said letter of offer has been vetted by SEBI and an Acknowledgement Card obtained from SEBI through the lead manager and (b) in case of other Right Issue unless the letter of offer has been vetted by Category-I Merchant Banker. Provided that no vetting shall be required for Right Issue upto Rs. 50 lakhs."

2. "RESOLVED FURTHER THAT the existing Clause 30 of the Listing Agreement be and is hereby amended as follows :

"32. The Company will supply a copy of the complete and full balance sheet, Profit and Loss Account and the Directors Report to each Shareholder and upon application to any member of the Exchange. The company will also give a Cash Flow Statement alongwith the balance sheet and Profit and Loss Account. The Cash Flow Statement will be prepared in accordance with the Annexure attached hereto."

ANNEXURE

Name of the Company

Cash Flow Statement for

A. Cash Flow from Operating Activities :

Net Profit before Tax and Extraordinary items

Adjustments for :

Depreciation
Foreign Exchange
Investment/Dividend

Operating Profit before Working Capital changes

Adjustments for :

Trade and other receivables
inventories
Trade Payables

Cash Generated from Operations

Interest paid

Direct Taxes Paid

Cash Flow before Extraordinary items

Extraordinary items

Net Cash from operating activities :

B. Cash Flow from Investing Activities :

Purchase of fixed assets
Sale of fixed assets
Acquisitions of Companies
(As per Annexure)
Purchase of Investments
Interest Received
Dividend Received

Net cash used in investing activities

C. Cash Flow from Financing Activities

Proceeds from issue of share capital
Proceeds from long term borrowings
Repayment of Finance lease liabilities
Dividends Paid

Net Cash used in financing activities

Net increase in cash and cash equivalents

Cash and Cash equivalents as at
(Opening Balance)

Cash and cash equivalents as at
(Closing Balance)

Amendments in the Regulations regarding Listing Agreement were adopted by the Board of Directors on 27-12-1995 by passing the following resolutions (Resolution ratified by the Board Meeting dated 17-01-1996) :—

"RESOLVED THAT the following new clause 12-A after the existing clause 12 of the Listing agreement be and is hereby inserted :—

12-A(1) The Company agrees that when proper documents are lodged for transfer and there are no material defects in the documents except minor difference in signature of the transferor(s).

(i) then the Company will promptly send to the first transferor an intimation of the aforesaid defect in the documents, and inform the transferor that objection, if any, of the transferor supported by valid proof, is not lodged with the Company within fifteen days of receipt of the Company's letter, then the securities will be transferred;

- (ii) if the objection from the transferor with supporting documents is not received within the stipulated period, the Company shall transfer the securities provided the company does not suspect fraud or forgery in the matter.

(2) The Company agrees that when the signature of transferor(s) is attested by a person authorised by the Department of Company Affairs, u/s 108(1A) of the Companies Act, 1956, then it shall not refuse to transfer the securities on the ground of signature difference unless it has reasons to believe that a forgery or fraud is involved.

Amendments in the Regulations regarding Listing Agreement were adopted by the Board of Directors in their meeting held on 25-06-1996 by passing the following resolutions :—

"RESOLVED THAT the following new clauses 44 & 45 after the existing clause 43 of the Listing Agreement Form to the Appendix B to Regulations 2.1(v) and 2.5 of the Regulations of the Exchange be and are hereby inserted :—

"44. The company agrees that—

- (a) as far as possible allotment of securities offered to the public shall be made within 30 days of the closure of the public issue;

- (b) it shall pay interest @15% per annum if the allotment has not been made and/or the refund orders have not been despatched to the investors within 30 days from the date of the closure of the issue."

It has been decided to give effect to the aforesaid clause to the issues which are opening for public subscription on or after 1st July 1996.

45. "The company agrees that—

there will be at least 5 public shareholders for every Rs. 1 lakh or net capital raised to the public. In case of offer for sale there will be at least 10 public shareholders for every Rs. 1 lakh of equity offered to the public.

Explanation : For the purpose of this clause a public shareholder shall mean a person who is neither a promoter nor does he hold more than 1% equity capital of the company".

It has been decided to give effect to the aforesaid clause to the issues which are opening for public subscription on or after 1st July 1996.

The existing listed companies are required to fulfil the aforesaid criteria of minimum number of shareholders within six months.

for The U.P. Stock Exchange Association Ltd.
Sd/- (ILLEGIBLE)
Executive Director

प्रबन्धक, भारत सरकार मुद्रणालय, फरीदाबाद द्वारा मुद्रित

एवं प्रकाशन नियंत्रक, दिल्ली द्वारा प्रकाशित, 1996

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